



**Embassy of the United States of America
Islamabad, Pakistan**

25-July-2023

Contracting Officer (GSO)
U.S. Embassy Islamabad
Diplomatic Enclave, Ramna-5
Islamabad

E-mail: Islamabad-GSO-Contracting@state.gov;
Phone: 92-51-201-5643

Subject: Request for Price Quotation – Auction for U.S. Embassy Islamabad
The Embassy requests your price quote on a priority basis for the following item/Services:

1. ITEM DESCRIPTION:

The U.S. Embassy Islamabad requires auction services under Purchase Order for Islamabad Post. Price must remain valid for sixty (60) days and shall not be revised until delivery is made in accordance with resultant purchase order.

2. Pricing Table:

S. No	Description of Services	Quantity	Lump Sum Price & %age of Sale proceed*	Total Price (in PKR)
1	Storage for the auction able property, advertisement and conducting auction as identified in Statement of Work (Lump sum price)	01 Job		
2	Storage for the auction able property, advertisement and conducting auction as identified in Statement of Work (Percentage of sale proceed)	01 Job		-
Grand Total Price				

**Bidders are required to submit both the Lump sum price for the whole auction process (starting from the award date till the submission of sale proceed cheque to Embassy cashier) and the percentage of total sale proceed. Contractor shall be paid either the lump sum price determined in the contract or a percentage of the sale proceed, whichever will be less for auction services.*

3. SCOPE OF WORK:

3.1. The auctioneer will execute a live bidding auction at its own auction yard for selling U.S. Embassy property that is authorized for disposal through the auction process. Property includes, but may not be limited to:

- a. Household Furniture.
- b. Household Appliances.
- c. Miscellaneous Information technology (IT) equipment.
- d. Office Furniture
- e. Bedding/Linen.
- f. Miscellaneous Metal junk.

3.2. U.S. Embassy Warehouse staff will arrange auction lots and prepare lists for auction able items at the auction yard. The auctioneer shall provide possession and uninterrupted access of Embassy warehouse staff to auction site for at least six weeks before the auction date. Embassy warehouse staff will utilize this time in movement of items and preparation of lots at the auction site. Besides setting lots of miscellaneous junk in open space at the auction yard, Embassy warehouse staff will require approximately 20,000 sq. ft of covered area to display household furniture, appliances, and miscellaneous IT equipment lots.

3.3. The auctioneer shall be required to maintain accountable records of inventory as provided by Embassy Property Office and guidance by the Embassy staff.

3.4. In preparation for an auction, the auctioneer shall not, repeat, shall not repair, modify, or remove components and/or spare parts to increase the resale value of the items. Items will be auctioned in their original condition as received. The auctioneer shall not, repeat, shall not segregate the property lots by age, physical or working condition and/or appearance.

3.5. The Auctioneer shall be responsible for advertising well in advance the auction through newspapers. Under no circumstances shall the advertisement indicate that the property belongs to the U.S. Embassy. Furthermore, the Auctioneer shall not convey in the auction announcement and to the public attending the auction the names of Embassy employees or telephone numbers. Advertisement should be of size 7 cm x 2 columns across, appearing in Sunday edition of daily Jang, The News, Nawa-e-Waqat and daily Express published from Rawalpindi, Lahore & Karachi.

3.6. During the auction, the Auctioneer shall be responsible for collecting/accounting for cash from buyers and providing cashier services. This will include preparing and issuing receipts to successful bidders. At the end of the auction, Auctioneer shall properly secure the cash and pay the total amount of entire sale proceeds in the form of a single pay order in favor of “U.S. Embassy, Islamabad” to the Embassy cashier within 10 working days following the auction. Please note that partial payments will not be accepted.

3.7. It is a requirement of the U.S. Government that Embassy personnel observe the auction process. The Auctioneer may be subject to an audit if any irregularities were observed or uncovered during the auction.

3.8. On the day of auction, auctioneer will provide manpower for announcing and call for bids during live bidding process. Also, adequate manpower (minimum 6 to 10 of their employees) to use as runners and for standing along with lots to protect the Embassy property.

3.9. Auctioneer will be responsible for collecting full payments of sold lots from successful bidders on the spot. Auctioneer will always ensure that the sold items are only handed over to successful bidders after receiving/collecting full selling price of each lot including the applicable tax amount. Embassy will not be responsible if successful bidders flee without paying for their bids/lots.

3.10. Auctioneer will make every effort to get best price for the Embassy. Auction will start at 10:00 a.m. and will remain continue till all items are sold.

3.11. Auctioneer will be responsible to remove all sold lots from auction yard within least possible time. Auctioneer will be responsible for verification and handing over of sold lots to successful bidders. Embassy will not provide any assistance in removing or handing over of sold lots.

3.12. Any requirement for additional paperwork related to items included in auction should be requested in advance of the auction (by the auctioneer) and there is no responsibility by the U.S. government to assist after sale.

4. MANAGEMENT AND SUPERVISION

4.1. Supervision:

The contractor shall designate a Supervisor who shall always be responsible for on-site supervision of the Contractor's workforce while performing duties. This supervisor shall be the focal point for the Contractor and shall be the point of contact with Embassy POC. The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs, and practices pertaining to labor, safety, and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the POC.

4.2. Materials and Equipment:

The contractor shall provide all necessary services and equipment to accomplish the Government's requirement.

5. INSURANCE

The contractor is responsible for obtaining whatever insurance is necessary according to local laws for the security of Government property while in contractor's custody. The contractor agrees that the Government shall not be responsible for personnel injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the contractor's performance. The contractor shall hold harmless and indemnify the Government from all claims arising there from, except in the instance of gross negligence on the part of the Government.

6. POINT OF CONTACT (POC)

Embassy point of contact will be communicated to the successful bidder at the time of award.

7. PERIOD OF PERFORMANCE

Auction to be scheduled on Sunday September 17th, 2023, starting from 10:00Hrs till the auction able items lasts.

8. TERMS & CONDITIONS

8.1. Inspection & Acceptance:

A Government representative/s will remain at the site to monitor the entire auction process on the day of auction, inspect from time to time the services being performed to determine whether work is being performed in a satisfactory manner and of acceptable quality.

8.2. Payment Terms:

Contractor shall submit invoice upon satisfactory completion of auction, original copy to Financial Management Officer (FMO) at the following address: islamabadfmc-invoice@state.gov and a duplicate copy to GSO Contracting Officer at ----- . Payment shall be made through EFT within 30 days upon receipt of legitimate invoice. Contractor shall be paid Rs. _____ or ____ % of the total sale proceed, whichever will be less for each auction.

8.3. Submission of Tax Receipt:

Contractor upon collection of 10% tax (for Filer) and 20% (for non-filer) from buyers should deposit the collected tax to the local Government treasury and is required to submit the copy of the tax deposit receipt to the embassy within 30 days from the auction day.

8.4. EFT Address

8.5. COVID-19 Regulations:

The Contractor shall ensure strict compliance of all COVID -19 regulations in accordance with local mandates to include but not limited to:, wearing mask (that always covers your nose and mouth) while in the auction yard, maintain social distancing (6 feet distance from other person). Contractor will place a standing hand sanitizer dispenser at the entrance of auction yard and confirm every person sanitizes their hands at the time of entry. The contractor shall also designate a person who will do the temperature checks of all the people entering the auction yard. The material/equipment required to follow the aforesaid guidelines are to be arranged by the contractor at their own cost.

9. CONTRACT CLAUSES

FAR & DOSAR (attached) clauses will apply to this purchase order. These clauses can be accessed through following link:

http://a.m.state.sbu/sites/OPE/EAD/Shared Documents/PO_FAC-2005-73-75_OverseasCI.docx

10. OFFER REQUIREMENTS:

a) Please submit your quote on or before **August 07, 2023 on or before 12 Noon**. via Email to following email address:

Islamabad-GSO-Contracting@state.gov;

b) Please prepare a quotation on your company letterhead in accordance with the requested details of this RFQ.

c) Please provide reference of our RFQ#11866980 in all your correspondence regarding this request for price quotation.

d) Please include list of your clients with past experience of similar work for at least three-five (3-5) years.

e) Bidder must have a physical business address and good financial health in order to get this award. Provide evidence for business address and financial strength.

f) The location of the auction house should be situated in Islamabad.

g) U.S Embassy representative/s will visit the site to evaluate its location, structure, and surroundings to determine acceptability. The offeror will not have right to reject this determination.

11. Government Furnished Property/Equipment:

The Contractor is responsible for the proper care, maintenance and use of Government property in its possession or control from time of receipt until properly relieved of responsibility in accordance with the terms of the contract. The Contractor shall pay all costs for repair or replacement of Government furnished property that is damaged or destroyed due to Contractor negligence.

12. Safety

652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) General. The Contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the Contractor shall:

(1) Provide appropriate safety barricades, signs and signal lights;

- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the Contracting Officer shall specify in writing additional requirements regarding safety if the work involves:
 - (i) Scaffolding;
 - (ii) Work at heights above two (2) meters;
 - (iii) Trenching or other excavation greater than one (1) meter in depth;
 - (iv) Earth moving equipment;
 - (v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
 - (vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
 - (vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
 - (viii) Hazardous noise levels.
- (b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.
- (c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.
- (d) Written program. Before commencing work, the Contractor shall:
 - (1) Submit a written plan to the Contracting Officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,
 - (2) Meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.
- (e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative on site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

13. CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions – Commercial Items (Alternate I (MAY 2014) of 52.212-4 applies if the order is time-and-materials or labor-hour)

FAR & DOSAR clauses will apply to this purchase order. These clauses can be accessed through following link:

<https://usdos.sharepoint.com/sites/A-OPE/EA/SitePages/Purchase-Orders-and-Blanket-Purchase-Agreements-Commercial-Items.aspx>

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal

Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services.

The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

**52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES
REPRESENTATION (OCT-2020).**

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representations. (1) The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)